



BOSTON MA

December 1, 2009

Right of Way Bureau (Rm. 6160) 10 Park Plaza Boston, MA 02116-3973

Rosaria Salerno, Boston City Clerk City Hall, Rm. 601 Boston, MA 02201

RE:

Boston

LAYOUT No:

7683 Alteration, Conveyance and Release

DATED:

October 15, 2009

PRCL(s)

67-E-1, 67-E-3, 67-E-6, 81-E-1, 67-E-11, 81-HS-6. 81-HS-9 - 81-HS-12, 81-BA-1, 67-

D-1, E-9 etc.

Dear Salerno:

Acting under the provision of Chapter 81 Section 5 of the General Laws, the Massachusetts Department of Transportation did, under date of October 15, 2009 alter the location of a section of State highway in the City of Boston that had been previously altered.

A certified plan thereof and a certificate that the Massachusetts Division of Highways has laid out and taken charge of said State highway as altered in accordance with said plan, are sent to you herewith for filing in your office.

Would you please sign the enclosed form of receipt and return to the above address as soon as possible. Thank you for your cooperation. If you have any questions regarding this matter I can be reached at (617) 973-7913.

Sincerely

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Russell McGilvray Deputy Director

Right of Way Bureau

RMcG/dd Enclosures

The Commonwealth Hadley

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City of		Bosto	n			
	Date _	November 3	0, 2009			
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Rosaria Salerno, City Clerk

THE COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF HIGHWAYS and

THE MASSACHUSETTS TURNPIKE AUTHORITY

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Boston
Layout No. 7683
Alteration, Conveyance and
Release

WHEREAS, the Massachusetts Department of Highways ("MHD"), acting on behalf of the Commonwealth of Massachusetts and in accordance with Chapter 81 of the Massachusetts General Laws and acts in amendment thereof and in addition thereto ("Chapter 81"), did under dates of August 11, 1993 ("Layout No. 6969") and December 8, 1993 ("Layout No. 7076"), lay out and take charge of, as a limited access State highway, a road, in the City of Boston (East Boston), County of Suffolk comprising a portion of an extension of Interstate Route 90 ("I-90") to State Highway Route 1A in East Boston; and

WHEREAS, under date of June 22, 1994 ("Layout No. 7231"), MHD altered the location of the State highway. Layout No. 6969, Layout No. 7076 and Layout No. 7231 are hereinafter sometimes collectively referred to as the "Layouts"; and

WHEREAS, the State highway is shown on the plans on file with MHD, copies of which have been filed in the offices of the Mayor of the City of Boston and with the Boston City Council for the County of Suffolk and in the office of the City Clerk of the City of Boston, said plans and the Layouts also having been recorded in the Registry of Deeds for Suffolk County ("Registry of Deeds"), at Boston on August 31, 1993 at Book 18472, Page 77 (Layout No. 6969); on December 10, 1993 at Book 18717, Page 50 (Layout No. 7076); and on June 24, 1994 at Book 19153, Page 199 (Layout No. 7231); and

WHEREAS, as a part of the so-called Central Artery/Tunnel ("CA/T") Project, MHD has constructed certain highway improvements and related appurtenances, including a portion of the Ted Williams Tunnel ("TWT") (formerly known as the "Third Harbor Tunnel"), within the limits of the State highway location; and

WHEREAS, under Layout No. 6969, MHD acquired permanent easement interests for highway purposes in, among other parcels, parcel 67-E-1, parcel 67-E-3 and parcel 67-E-6, which easement interests are bounded vertically as described in said Layout; and

WHEREAS, under Layout No. 7076, MHD acquired a permanent easement interest for highway purposes in, among other parcels, parcel 81-E-1, which easement interest is bounded vertically as described in said Layout; and

WHEREAS, under Layout No. 7231, MHD acquired a permanent easement interest for highway purposes in parcel 67-E-11, which easement interest is bounded vertically as described in said Layout; and

WHEREAS, under Orders of Taking dated August 11, 1993, June 22, 1994 and February 23, 1996, and recorded in said Registry of Deeds at Book 18472, Page 77, Book 19153, Page 192, and Book 20415, Page 125, respectively, MHD acquired permanent easement interests in parcels 81-HS-6, 81-HS-9, 81-HS-10, 81-HS-11, and 81-HS-12 (the "Signage Easements"), 81-BA-1, and 67-D-1; and

WHEREAS, Chapter 102 of the Massachusetts Acts and Resolves of 1995 ("Chapter 102") and Chapter 81A of the Massachusetts General Laws ("Chapter 81A") authorize MHD to transfer to the Massachusetts Turnpike Authority ("MTA") ownership and control of the TWT; and

WHEREAS, pursuant to Chapter 102 and by an Easement Grant and Transfer dated December 13, 1995 and recorded on December 15, 1995 at Book 20226, Page 172, and filed with the Suffolk County Registry District of the Land Court ("Registry District") as Document No. 533627, MHD transferred to the MTA a portion of its right, title and interest in certain lands and interests in land acquired pursuant to the Layouts, including parcels 67-D-1 and 81-HS-6 referenced above and parcel E-9 ("Parcel E-9") as shown on sheets 5 to 8 of a plan entitled "The Commonwealth of Massachusetts, Plan of Road In the City of Boston, Suffolk County, Showing Easement Transferred For Highway Operating Rights To The Massachusetts Turnpike Authority By The Department of Highways," dated December 13, 1995 and recorded in said Registry of Deeds on December 15, 1995 with said Easement Grant and Transfer in Book 20226, Page 172; and

WHEREAS, Parcel E-9 is comprised of, among other parcels, parcels 67-E-1, 67-E-3, 67-E-6, 67-E-11 and 81-E-1; and

WHEREAS, Section 12(f) of Chapter 81A and Chapter 87 of the Massachusetts Acts and Resolves of 2000 ("Chapter 87") authorize the MTA and, to the extent necessary, convenient or desirable, MHD to transfer designated portions or segments of the Metropolitan Highway System (as defined in Chapter 81A) to the Massachusetts Port Authority, a body politic and corporate organized and existing pursuant to Chapter 465 of the Acts of 1956, as amended, with a principal place of business at Logan Office Center, One Harborside Drive, Suite 200S, East Boston, MA 02128 ("Massport"); and

WHEREAS, the TWT is a component of the Metropolitan Highway System; and

WHEREAS, consistent with Section 12(f) of Chapter 81A, Section 10 of Chapter 87 and Section 13 of Chapter 102 of the Massachusetts Acts and Resolves of 1995 (as amended by Section 1 of the Chapter 273 of the Massachusetts Acts and Resolves of 1995), MTA, MHD and Massport entered into that certain Roadway Transfer Agreement dated as of March 23, 1999, as supplemented and amended by a First Supplement dated as of October 27, 1999, a Second

Supplement dated as of January 29, 2001, and a Third Supplement dated as of June 30, 2009 (which agreement, as amended and supplemented, is referred to in this instrument as the "Roadway Transfer Agreement") whereby MTA, MHD and Massport agreed that Massport would acquire and assume, subject to the terms of the Roadway Transfer Agreement, ownership of, and operation and maintenance responsibility for, certain components of the Metropolitan Highway System defined in said agreement as the "Massport Roadways"; and

WHEREAS, pursuant to the Roadway Transfer Agreement, MTA and MHD conveyed to Massport their respective interests in that certain portion of the Metropolitan Highway System known as the "Logan Ramp" pursuant to Layout No. 7677, Alteration, Conveyance and Release, dated June 26, 2009, and recorded with said Registry of Deeds at Book 45204, Page 235, and also filed in said Registry District as Document No. 766876 with Certificate of Title no. 297; and

WHEREAS, pursuant to the Roadway Transfer Agreement, MTA and MHD are contemporaneously conveying to Massport their respective interests in that certain portion of the Metropolitan Highway System known as "8A1 Roadways" pursuant to a Transfer, Conveyance and Release instrument, which instrument is being recorded contemporaneously herewith; and

WHEREAS, pursuant to the Roadway Transfer Agreement, Massport has made or will make installment payments (the "Installment Payments") to the Commonwealth in consideration of the transfer to Massport of the "Massport Roadways" pursuant to the Roadway Transfer Agreement; and

WHEREAS, pursuant to the Roadway Transfer Agreement, MTA and MHD have agreed to convey to Massport their respective interests in additional portions of land and improvements constructed on Parcel E-9 known as the "7D Roadways", to remove said roadways from the State highway location and to relinquish the same pursuant to 23 CFR §620.203, and to release their respective interests in the Signage Easements, and parcels 81-BA-1, and 67-D-1, all by way of this instrument.

NOW, THEREFORE, MHD and MTA, acting under the provisions of Chapters 81A and 81 of the Massachusetts General Laws and all other acts or portions of acts thereto enabling and in accordance with the Roadway Transfer Agreement, for valuable consideration, including, without limitation, receipt of the Installment Payments by the Commonwealth, the sufficiency and receipt of which is hereby acknowledged, hereby covenant and agree as follows:

ALTERATION

- 1. MHD, with the concurrence of MTA, hereby alters the State highway location previously established and lays out and takes charge of said State highway, as altered, with limited access provisions as hereinafter described. The alteration consists of: (i) narrowing the State highway location on the easterly and westerly sides thereof to remove therefrom two areas no longer considered a part of the State highway; and (ii) revising the limited access provisions previously established.
- (a) The main baselines used for this alteration are portions of the main baseline established under the Layouts and the stations recited herein are points thereon. Auxiliary

baseline A used for this alteration is a portion of Auxiliary baseline A established under Layout No. 6969 and the stations recited herein are points thereon.

- Section 1 of the alteration begins at a point on the location line of Layout No. 7677, said point bearing north 79° 45' 17" east and 64.80 feet distant from station 163 + 91.34 of the main baseline of Layout No. 6969 hereinbefore referred to and extends thence leaving said point south 79° 45' 17" west 10.76 feet to a point 54.04 feet distant from said station as measured along said bearing; thence north 11° 17' 43" west 106.22 feet to a point bearing north 78° 05' 20" east and 53.64 feet distant from station 164 + 96.00 of said main baseline; thence north 13° 14' 51" west 92.57 feet to a point bearing north 76° 38' 14" east and 52.65 feet distant from station 165+87.22 of said main baseline; thence north 14° 39' 42" west 97.85 feet to a point bearing north 75° 37' 16" east 51.54 feet distant from station 166+84.14 of the main baseline established under the aforereferenced Layout No. 7076; thence north 15° 01' 36" west 81.74 feet to a point bearing north 75° 18' 01" east and 50.85 feet distant from station 167+ 65.59 of said main baseline, the last four (4) courses being approximately three (3) feet behind the face of the barrier wall; thence north 18° 52' 56" west 50.14 feet to a point bearing north 75° 06' 14" east and 47.28 feet distant from station 168+ 15.43 of said main baseline; thence north 05° 57' 26" west 61.54 feet to a point bearing north 74° 51' 55" east and 56.97 feet distant from station 168+ 75.99 of said main baseline; thence north 19° 35' 32" west 137.55 feet to a point bearing north 74° 19' 36" east and 46.92 feet distant from station 170+ 12.68 of said main baseline; thence north 15° 48' 39" west 133.18 feet to a point bearing north 73° 48' 12" east and 47.21 feet distant from station 171+ 45.43 of said main baseline; thence north 16° 33' 06" west 150.54 feet to a point bearing north 73° 12' 44" east and 47.05 feet distant from station 172+ 95.49 of said main baseline; thence north 17° 08' 09" west 407.48 feet to a point bearing north 71° 36' 43" east and 50.27 feet distant from station 177+01.61 of said main baseline; thence northerly by a curve to the right of 471.02 feet radius, an arc length of 78.48 feet to a point, not tangent to the line ahead, bearing north 71° 18' 21" east and 58.71 feet distant from station 177+79.25 of said main baseline; thence north 07° 39' 25" west 100.65 feet to the point of ending thereof on the easterly location line of Layout No. 7076, said point bearing north 70° 55' 07" east and 78.31 feet distant from station 178+ 77.51 of said main baseline, the last six (6) courses being approximately three (3) feet behind the face of a barrier wall.
- (c) Section 2 of the alteration begins at a point on the westerly location line of aforesaid Layout No. 6969, said point also marking the point of beginning of Layout No. 7231 hereinbefore referred to, said point bearing south 65° 15′ 13″ west and 23.08 feet distant from station 363+33.28 of an auxiliary baseline A established under said Layout No. 6969, and extends thence leaving said point north 30° 41′ 38″ west 53.23 feet approximately following the back of a sidewalk along Harborside Drive to a point bearing south 62° 00′ 02″ west and 27.10 feet distant from station 363+ 87.79 of said auxiliary baseline A; thence continuing approximately along the back of said sidewalk northwesterly by a curve to the left, not tangent to the line back, of 855.00 feet radius, an arc length of 211.82 feet to a point bearing south 48° 54′ 47″ west and 55.24 feet distant from station 366+ 07.07 of said auxiliary baseline A; thence north 49° 14′ 43″ west 233.56 feet to a point on aforesaid Layout No. 7231 bearing south 45° 54′ 27″ west and 77.46 feet distant from station 8+ 42.60 of said auxiliary baseline A; thence along said location line north 48° 23′ 43″ west 49.87 feet to a point bearing south 42° 27′ 34″ west and

79.72 feet distant from station 8+ 97.16 of said auxiliary baseline A; thence northwesterly by a curve to the left, tangent to the line back, of 430.00 feet radius, an arc length of 33.87 feet following, in part, approximately said back of sidewalk to a point in a driveway bearing south 40° 05' 38" west and 80.86 feet distant from station 9+ 34.32 of said auxiliary baseline A; thence leaving said location line northwesterly by a curve to the left, not tangent to the line back, of 1006.00 feet radius, an arc length of 175.55 feet crossing said driveway and continuing again approximately along the back of sidewalk of Harborside Drive to a point bearing south 29° 21' 19" west and 78.10 feet distant from station 11+24.86 of said auxiliary baseline A; thence north 60° 02' 41" west 63.02 feet to a point bearing south 60° 23' 59" east and 29.90 feet distant from station 12+ 67.01 of said auxiliary baseline A; thence northerly by a curve to the right of 24.00 feet radius, an arc length of 28.08 feet to a point bearing south 60° 23' 59" east and 8.01 feet distant from station 12+ 52.07 of said auxiliary baseline A; thence north 07°25'46" east 3.59 feet to a point at the face of a granite curb bearing south 59°35'36" east and 6.65 feet distant from station 12+48.65 of said auxiliary baseline A; thence following along said face of curb north 59°35'36" west 3.55 feet to a point bearing south 59°35'36" east and 3.10 feet distant from said station; thence southwesterly by a curve to the left of 2.00 feet radius an arc length of 3.73 feet to a point of compound curvature; thence southeasterly by a curve to the left of 30.00 feet radius, an arc length of 38.60 feet to a point bearing south 59°28'49" east and 29.82 feet distant from station 12+72.53 of said auxiliary baseline A; thence leaving said face of curb, not tangent to the curve back, north 59°28'49" west 121.42 feet following along the gutter line of Harborside Drive and crossing the intersection with Ramp S-T to a point again at the face of a granite curb bearing north 59°28'49" west and 91.60 feet distant from said station of auxiliary baseline A; thence northeasterly following along said face of curb by a curve to the left, not tangent to the line back, of 50.00 feet radius, an arc length of 70.16 feet to a point at the end of said curb, said point bearing north 50°45'52" west (not radial to the baseline) and 43.37 feet distant from station 12+36.67 of aforesaid auxiliary baseline A; thence leaving said face of curb north 50°45'52" west 6.00 feet to a point measuring 49.37 feet along said non-radial bearing from said station of auxiliary baseline A; thence northeasterly by a curve to the right radial to the line back of 90.50 feet radius, an arc length of 60.06 feet to a point of compound curvature bearing north 12°29'25" west and 49.37 feet distant from station 12+09.55 of said auxiliary baseline A; thence southeasterly by a curve to the right of 81.00 feet radius, an arc length of 59.51 feet to a point of tangency bearing north 08° 21' 19" east and 43.57 feet distant from station 11 + 68.62 of said auxiliary baseline A; thence south 60° 38' 41" east 69.30 feet to a point bearing north 29° 21' 19" east and 34.00 feet distant from station 11 + 13.70 of said auxiliary baseline A; thence north 29° 21' 19" east 73.06 feet to a point bearing north 29° 21' 19" east and 107.06 feet distant from said station 11 + 13.70 of said auxiliary baseline A; thence south 60° 38' 41" east 259.01 feet to a point bearing north 43° 12' 23" east and 137.22 feet distant from station 8 + 85.43 of said auxiliary baseline A; thence south 64° 43' 19" east 186.07 feet to a point bearing south 75° 06' 13" west and 95.63 feet distant from station 168 + 15.49 of the main baseline of Layout No. 7076 hereinbefore referred to; thence following approximately along the back of a retaining wall north 22° 59' 41" west 183.92 feet to a point bearing south 74° 22' 48" west and 120.39 feet distant from station 169 + 99.10 of said main baseline; thence continuing along said wall north 21° 07' 14" west 23.77 feet to a point bearing south 74° 17' 10" west and 122.65 feet distant from station 170 + 22.96 of said main baseline; thence north 46° 07' 51" west 25.33 feet to a point bearing

south 74° 11' 57" west and 135.46 feet distant from station 170+ 45.01 of said main baseline: thence leaving said back side of wall north 30° 08' 19" west 104.63 feet to a point bearing south 73° 47' 43" west and 161.01 feet distant from station 171+ 47.52 of said main baseline; thence north 16° 09' 46" west 100.71 feet to a point bearing south 73° 23' 38" west and 160.59 feet distant from station 172+ 49.35 of said main baseline; thence north 73° 23' 38" east 41.06 feet to a point bearing south 73° 23' 38" west and 119.53 feet distant from said main baseline station. the last two courses being approximately 8 feet from and approximately parallel to a toll support building; thence north 13° 58' 47" west 39.76 feet following approximately 3 feet behind the face of a barrier wall of the state highway westbound roadway of I-90 to a point bearing south 73° 14' 10" west and 117.65 feet distant from station 172+ 89.40 of said main baseline; thence continuing approximately 3 feet behind the face of said barrier wall northerly by a curve to the right of 1188.68 feet radius, an arc length of 139.85 feet to a point bearing south 72° 41' 05" west and 102.00 feet distant from station 174+ 29.34 of said main baseline; thence north 07° 14' 20" west 91.55 feet to a point bearing south 72° 19' 39" west and 85.70 feet distant from station 175+ 20.01 of said main baseline; thence north 09° 32' 06" west 89.98 feet to a point bearing south 71° 58' 29" west and 72.69 feet distant from station 176+ 09.53 of said main baseline; thence north 10° 48' 32" west 307.81 feet to the point of ending thereof on the northerly end of aforesaid Layout No. 7076, said point bearing south 70° 46' 07" west and 30.81 feet distant from station 179+ 15.58 of said main baseline, said ending point being approximately 3 feet behind the face of said barrier wall.

- (d) The location lines of the State highway altered and laid out as hereinbefore described for Sections 1 and 2 above are to be further defined by bounds set thereon at angle points, points of curvature and at the points of beginning and ending thereof, where feasible and not located in the airfield of Boston-Logan International Airport.
- (e) The right of access to and egress from the State highway location is limited, and free access to and egress from said location is allowed across the location lines of Sections 1 and 2 altered and laid out as hereinbefore described between the points of beginning and ending thereof for their entire lengths.

The no access restrictions of the limited access provisions imposed under the Layouts 6969, 7076 and 7231 are hereby voided by this alteration.

2. The Section 1 boundary of an area of land no longer a State highway established by this alteration is bounded generally as follows: Southerly by the location line of Layout 7677 for that portion approximately following the face of Ramps T-A/D and T-S portal; Southwesterly by the location line of Section 1 hereinbefore described for its entire length; northerly by a portion of the easterly location line of Layout No. 7076; and easterly, in part by the location line of Layout No. 7673 and in part by the easterly location line of Layout No. 7076. Said Section 1 boundary contains an area of about 152,190 square feet.

The Section 2 boundary of an area of land no longer a State highway established by this alteration is bounded generally as follows: northeasterly to southwesterly to easterly to southwesterly to easterly and again northeasterly by the location line of Section 2 hereinbefore described for its entire length; southwesterly by the location line of Layout No. 7231; southwesterly and northwesterly by the location line of Layout No. 6969; westerly to

northwesterly by the location line of Layout No. 7076; and northerly by the northerly end of said Layout No. 7076. Said Section 2 boundary contains an area of about 442,890 square feet.

3. Parcel 81-AE-1, located within the Section 2 boundary of an area of land no longer a State highway, and in which parcel an access easement and ownership of certain roadways therein is retained as hereinafter set forth, is bounded northeasterly by the Section 2 location line hereinbefore described and by the line described as follows:

Beginning at a point on the Section 2 location line hereinbefore described 3.50 feet on a bearing of south 46° 07' 51" east as measured from a point thereon bearing south 74° 11' 57" west and 135.46 feet distant from station 170+ 45.01 of the main baseline of Layout No. 7076 hereinbefore referred to and thence leaving said beginning point and extending south 74° 11' 43" west 46.12 feet to a point; thence northwesterly by a curve to the right of 79.00 feet radius, an arc length of 78.56 feet to a point; thence north 48° 49' 32" west 257.89 feet to a point; thence northerly by a curve to the right of 164.50 feet radius, an arc length of 147.15 feet to a point; thence north 02° 25' 40" east 111.43 feet to a point; thence north 26° 28' 53" west 53.73 feet to a point approximately at the northeasterly edge of roadway of Ramp S-A; thence leaving said point and continuing along said bearing about 30 feet to a point in the roadway of said Ramp S-A, said point also being located approximately vertically and under the edge of the Ramp T-D elevated roadway; thence leaving said point and continuing easterly about 68 feet to a point on the southerly edge of the roadway identified on the Transfer Plan as "Route 1A to Harborside Drive"; thence leaving said roadway edge southeasterly by a curve to the right of 160.00 feet radius, an arc length of about 18 feet to a point; thence southeasterly by a curve to the right having a radius of 95.00 feet, an arc length of 70.34 feet to a point; thence south 05° 45' 18" west 108.26 feet to a point; thence southeasterly by a curve to the left of 110.50 feet radius, an arc length of 95.85 feet to a point; thence south 43° 56' 41" east 194.63 feet to a point; thence northeasterly to easterly by a curve to the right of 55.00 feet radius, an arc length of 102.99 feet to a point; thence north 73° 47' 43" east 5.43 feet to the point of ending thereof on the aforesaid Section 2 location line, said point bearing south 73° 47' 43" west and 161.01 feet distant from station 171+47.52 of the aforesaid main baseline of Layout No. 7076. Said easement contains an area of about 40,290 square feet.

4. Parcel 81-AE-2, located within the Section 1 boundary of an area of land no longer a State highway, and in which parcel an access easement to a pedestrian tunnel walkway is retained as hereinafter set forth, is bounded southwesterly by the Section 1 location line hereinbefore described and by the line described as follows:

Beginning at a point on the Section 1 location line hereinbefore described bearing north 73° 54' 42" east and 47.05 feet distant from station 171+ 17.97 of the main baseline of Layout No. 7076 hereinbefore referred to and extending thence leaving said location line north 73° 56' 49" east 29.70 feet to a point; thence south 16° 03' 11" east 18.00 feet to a point; thence south 73° 56' 49" west 29.78 feet to the point of ending thereof on said location line. Said parcel contains about 540 square feet.

5. Parcel 81-AE-3, located within the Section 2 boundary of an area of land no longer a State highway, and in which parcel an access easement is retained as hereinafter set forth, is bounded by the line described as follows:

Beginning at a point on the line defining Parcel 81-AE-1 hereinbefore described approximately at the northeasterly edge of roadway of Ramp S-A and thence leaving said point and crossing said Ramp south 86°32'20" west 31.29 feet to a point approximately on the southwesterly edge of said roadway; thence northwesterly following along said roadway edge by a curve to the left of 120.00 feet radius, an arc length of 53.73 feet to a point; thence north 58°47'53" west 72.54 feet to a point; thence westerly by a curve to the left of 50.00 feet radius, an arc length of 69.45 feet to a point; thence north 57° 13'44" west 17.68 feet to a point on the westerly location line of aforereferenced Layout 7076; thence following along said location line by a curve to the right of 437.00 feet radius, an arc length of 135.76 feet to a point; thence leaving said location line southeasterly by a curve to the left of 58.00 feet radius, an arc length of 57.80 feet to a point in the roadway identified on the Transfer Plan as "Route 1A to Harborside Drive"; thence south 58°47'53" east 147.05 feet to a point in said Harborside Drive roadway. connector; thence southeasterly by a curve to the right of 160.00 feet radius and an arc length of about 44 feet to a point on the southerly edge of said roadway, said point also being on the line defining Parcel 81-AE-1 hereinbefore described; thence leaving said point westerly continuing along said Parcel 81-AE-1 line about 68 feet to a point at the edge of the roadway known as"SR-3"; thence south 26°28'53" east about 30 feet to the point of beginning. Said easement contains an area of about 16,780 square feet.

CONVEYANCE

- 6. MTA and MHD hereby grant, convey and release to Massport the following:
- (a) all of their respective right, title and interest in and to the Section 1 and Section 2 areas no longer State highway locations described in the Alteration above comprising portions of easements for highway purposes taken or otherwise acquired by MHD located within parcels 67-E-1, 67-E-3, 67-E-6, 67-E-11, and 81-E-1 containing about 8,130 square feet, about 94,380 square feet, about 22,830 square feet, about 3,160 square feet, and about 129,360 (Section 1) + 337,210 (Section 2) square feet in respective order, which easement areas are shown on the plan recorded with this instrument (the "Transfer Plan") as the "Released Area" (the "Released Area"), together with, except as specifically set forth herein, all roadways, bridges, tunnel structures, supports, foundations, other improvements, equipment, utilities, fixtures and appurtenances located therein (the "Transferred Elements"). From and after the date of this conveyance, Massport's ownership of the Released Area will no longer be burdened by such rights but will remain subject, however, to the rights reserved by MTA and MHD as set forth in this instrument. Included as a part of this transfer are all of the MHD's and MTA's right, title and interest in the Transferred Elements, except as specifically set forth herein or in Exhibit A to this instrument;
- (b) all of their respective right, title and interest in the area comprising the following additional roadways (which areas are limited vertically, if located below roadway elements retained by MHD and MTA, at no lower limit and at their upper limit by the topmost structural

element of such transferred roadway element and, if located above roadway elements retained by MHD and MTA, at no upper limit and at their lower limit by the bottommost structural element of such transferred roadway element, and shall be considered to be a part of the "Released Area"), and, except as specifically set forth in this instrument, all of their right, title and interest in the improvements located therein, consisting of all roadways, bridges, tunnel structures, supports, foundations, equipment, utilities, fixtures, appurtenances and other improvements located thereon (which improvements shall be considered to be a part of the Transferred Elements):

- (i) the portion of that certain surface roadway known as "SR-10" located above the vertical limits of MTA's retained rights in Parcel 67-E-6 as shown on sheets 1, 2 and 7 of the Transfer Plan;
- (ii) those portions of ramps U-D, U-A, T-A, T-D, S-A, 1A-A and 1A-D located above or below the vertical limits of MTA's retained rights in Parcel 67-E-3 as shown on sheets 3 and 6 of the Transfer Plan;
- (iii) those portions of ramps T-A, T-D, U-A, U-D, 1 A-A and E-T located above or below the vertical limits of MTA's retained rights in Parcel 81-E-1 as shown on sheets 3, 4, 5, 6 and 8 of the Transfer Plan; and
- (iv) those portions of Harborside Drive formerly located within the State highway location lines, it being the intention of the parties that Massport shall have ownership and control of the entirety of Harborside Drive to the back of the sidewalk bordering Harborside Drive. The parties acknowledge that Massport is the owner of, and controlling authority over, the balance of Harborside Drive.

Massport covenants that in no event shall its use, operation, maintenance or repair of the roadway elements referenced in (i), (ii), (iii) and (iv) above interfere with the operation of, or otherwise adversely affect the TWT;

- (c) except as specifically reserved in this instrument, the ownership of, and the responsibility by Massport to maintain, repair and replace, as necessary, all utilities and hydrants that are located within the area shown on the Transfer Plan as "Retained Area" (the "Transferred Utilities");
- (d) the ownership of, and responsibility to maintain, repair and replace, in Massport's reasonable discretion, those certain trees, shrubs, plantings, grasses, and the underground sprinkler system (collectively the "Transferred Landscape Elements") located within the area shown on sheet 9 of the Transfer Plan as "Retained Area";
- (e) the right and easement ("Massport's Access Easement") to enter, exit, pass and repass in, over and through portions of the Retained Area in order to use, operate, maintain, improve, repair and/or replace the Transferred Elements, the Transferred Utilities and the Transferred Landscape Elements, or any of them. Massport's Access Easement is subject to the condition that each such access onto the Retained Area (including, without limitation, so-called Emergency Response Station No. 1) shall be subject to and in compliance with terms and conditions to be agreed upon among or between Massport, MTA and/or MHD pursuant to a separate agreement, as amended, restated or supplemented from time to time (an "Operations")

Agreement"), which shall not be recorded, but shall be on file with the MHD District 4 Highway Director, the MTA Chief Engineer and the Massport Director of Capital Programs and Environmental Affairs, or their respective successors. Such Operations Agreement shall address provisions for gaining access to the other party's lands, notice prior to such access, and provision of insurance and indemnity. If at any time there shall not be an Operations Agreement in force, then any such work undertaken by Massport on the other party's land shall be completed in accordance with the other party's generally applicable access control procedures then in effect. MTA, MHD and Massport have entered into a Memorandum of Agreement (East Boston Facilities) dated as of June 30, 2009 which shall serve as the current Operations Agreement until the same expires and/or is amended, restated, supplemented or replaced; and

(f) all of their respective right, title and interest in the Signage Easements, parcel 67-D-1, and parcel 81-BA-1.

In all events, Massport shall retain the unrestricted right to use, operate, maintain, improve, repair and replace the Transferred Elements, and to temporarily close to vehicular traffic one lane of traffic within the Released Area subject solely to providing advance notice, reasonable under the circumstances, to the MTA; provided, however, that no such closure shall materially interfere with traffic on the TWT or with MTA's use of the TWT without the prior written approval of the MTA. Furthermore, Massport shall retain the right, from time to time, to replace, relocate and/or close the roadways within the Released Area, provided, that, at all times direct, safe, efficient, functional and operational access to and egress from I-90 (including the TWT) and Route 1A to and from the roadway system at Boston-Logan International Airport is maintained in a manner similar to that provided on the date of this instrument.

RESERVATIONS

- 7. MTA and MHD hereby reserve to themselves, and to their respective successors and assigns the following:
- (a) all of their right title and interest in the portions of Parcel E-9 not granted and released by this instrument, which areas are shown on the Transfer Plan as the "Retained Area";
- (b) except as specifically set forth herein, all of their right, title and interest in all roadways, other improvements, equipment, utilities, fixtures and appurtenances located within the Retained Area (the "Retained Elements");
- (c) ownership of, and, the responsibility to maintain, repair and replace, for the benefit of MTA, to ensure the provision of safe, efficient and proper utility service to the Retained Area, all utilities and hydrants that: (i) are located within the Released Area; and (ii) exclusively serve the Retained Elements (the "Retained Utilities");
- (d) ownership of and the responsibility to maintain, repair and replace, as necessary, the so-called Integrated Project Control System as set forth and listed on Exhibit A (the "Other Retained Elements");
- (e) ownership of, and the responsibility to maintain, repair and replace, as necessary, the roadways known as "SR-3" and "SR-4" located within Parcel 81-AE-1 shown on the Transfer Plan, which roadways shall be considered to be Retained Elements;

- (f) an easement in Parcel 81-AE-1 shown on the Transfer Plan for the purposes of providing authorized vehicular and pedestrian access to and egress from the State highway and the Retained Area, via SR-3 and SR-4; provided, however, that Massport is hereby granted the right to use such roadways for official vehicles and for such access as may be necessary to maintain portions of the Released Area and the Transferred Landscape Elements. Said retained easement consists of the right and obligation to enter upon said land at any time for such purposes and to use, operate, maintain and repair said roadways and sidewalks for the purposes of continuous access to and from the State highway both by vehicle and by foot and for the use, operation, maintenance and repair of said roadways, including necessary drainage and roadway lighting and any other related appurtenances associated with the operation of the State highway;
- (g) an easement in Parcel 81-AE-2 shown on the Transfer Plan for purposes of providing access to and egress from a pedestrian tunnel walkway;
- (h) the non-exclusive right to enter, exit, pass and repass in, over and through Parcel 81-AE-3 shown on the Transfer Plan for purposes of providing authorized vehicular and pedestrian access to and egress from the State highway and the Retained Area.
- (i) ownership of, and the responsibility to maintain, repair and replace, as necessary, the, manholes, pumps and other appurtenances installed on roadway SR-10 (within the Released Area) by MTA near station 23 + 50 to station 24 + 00 of the main baseline of SR-10 shown as the "Odor Well" on sheet 2 of the Transfer Plan; and
- (j) the non-exclusive right to enter, exit, pass and repass in, over and through the Released Area in order to use, operate, maintain, improve, repair and/or replace the Retained Elements, the Retained Utilities and the Other Retained Elements, or any of them. Such retained rights shall be considered appurtenant to the Retained Area and the TWT, and shall be subject to the condition that each such access onto the Released Area shall be subject to and in compliance with terms and conditions set forth in the Operations Agreement then in effect. If at any time there shall not be an Operations Agreement in force, then any such work undertaken by MHD or MTA in the Released Area shall be completed in accordance with Massport's generally applicable access control procedures then in effect.

INDEMNIFICATION

8. Work performed by any of Massport, MHD or MTA pursuant to the rights and easements reserved herein shall be completed in compliance with all applicable laws and regulations, and Massport, and MHD and/or MTA, as applicable, shall undertake all such work so as to minimize interference with the other party's use, maintenance and operation of its respective facilities. To the maximum extent permitted by law, each of Massport and MTA (each, an "Indemnifying Party") shall protect, defend, indemnify and hold harmless the other and its members, managers, officers, employees, agents and representatives (each, an "Indemnified Party") from and against any and all liabilities, claims, demands, causes of action, losses, damages, costs, fines, fees or expenses of any kind or nature whatsoever (including reasonable attorneys' fees) ("Losses") arising from or relating to the violation of any applicable law, regulation or ordinance or any act or omission of or by the Indemnifying Party or its members, officers, managers, employees, agents, contractors or representatives relating to such work

performed by or on behalf of the Indemnifying Party pursuant to the rights and easements reserved and granted herein, except to the extent the Losses result from the negligence or willful misconduct of the Indemnified Party. Once the work in question has commenced, such work shall proceed diligently to completion, and the party performing such work shall restore, at its sole cost and expense, any improvements of the other party that were affected by the work to, as near as practicable, their condition immediately before the commencement of such work. Except as may be otherwise agreed, the party undertaking such work shall be responsible for all costs incurred in connection with such work, including without limitation, payment to the contractor(s) performing such work, and shall promptly discharge any and all liens filed in connection with such work.

MISCELLANEOUS

- 9. The rights hereby granted and released to Massport within the Released Area pursuant to paragraph 5 of this instrument are also subject to and with the benefit of: (i) all easements of record for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewage, gas, oil, steam and electricity and for telephone communication and any other utilities lawfully in or on the premises burdened by such easements as of the date of the Layouts; and (ii) the rights expressly reserved by MTA or MHD in this instrument.
- 10. The parties acknowledge that the Transferred Elements, the Retained Elements, and the remainder of the TWT were designed to be operated as a single integrated facility and accordingly, hereby agree that payment for utilities and other services to be provided to the other party's respective facilities shall be in accordance with the Operations Agreement then in effect. MTA and MHD shall have the right, from time to time, to replace, relocate and/or close the Retained Elements owned by such party (including the roadways within the Retained Area), provided, that, at all times direct, safe, efficient, functional and operational access to and egress from I-90 (including the TWT) and Route 1A to and from the access and egress roadways at Boston-Logan International Airport are maintained in a manner similar to that provided on the date of this instrument.
- 11. Massport acknowledges that, from and after the date of this instrument, it is fully responsible for the operation, maintenance, repair, management, security and regulation of the Transferred Elements, the Transferred Utilities and the Transferred Landscape Elements in accordance with Chapter 81A, the Operations Agreement then in effect and the Transfer of Ownership Agreement entered into by Massport, MHD and the MTA dated as of the date hereof, as the same may be amended from time to time (the "Transfer of Ownership Agreement"), and applicable law.
- 12. Massport shall not be deemed to have assumed (nor to be a successor, assignee or transferee of MHD or MTA with respect to) any obligations or liabilities under any agreement, permit or other instrument relating to the Released Area, or any improvements located within or upon the Released Area, including the Transferred Elements, except as expressly provided in this instrument, the Operations Agreement then in effect or in the Transfer of Ownership Agreement. MHD and MTA shall continue to be responsible for the performance of all of MHD's and MTA's existing obligations, if any, under all agreements, permits and other instruments relating to the

Released Area and improvements located thereon and for the Retained Utilities and other Retained Elements except as expressly provided in this instrument or said Transfer of Ownership Agreement.

- 13. MHD and MTA acknowledge and agree that (a) the grants and conveyances under this instrument are intended to relinquish the Released Area (including the Transferred Elements) pursuant to 23 CFR 620, subpart B with the concurrence and approval of the Federal Highway Administration; and (b) the Transferred Elements, the Transferred Utilities and the Transferred Landscape Elements shall no longer constitute "facilities" under Chapter 81A, section 12(a), and as of the date of this instrument title to the Transferred Elements, the Transferred Utilities and the Transferred Landscape Elements is transferred to Massport under this instrument.
- 14. Notwithstanding the fact that the Released Area shall no longer be within the limits of the State highway, Massport hereby covenants and agrees that: (i) the Transferred Elements will continue to provide safe, efficient, functional and operational access or egress roadways to or from the Retained Elements and the TWT from and after the date of this transfer until such time as the TWT is no longer in operation; (ii) to the extent applicable, Massport will continue to adhere to the principles and requirements of the U. S. Department of Transportation's Manual on Uniform Traffic Control Devices (or the manual generally considered to be its successor) in the operation and maintenance of the Transferred Elements; and (iii) Massport will cooperate with the Federal Highway Administration, U. S. Department of Transportation, under the National Bridge Inspection Program, 23 U. S. C. section 151, as amended and supplemented from time to time (and will continue to adhere to the principles and requirements of the same), with respect to the Released Area and the Transferred Elements. MHD and MTA warrant that as of the date of installation, the Transferred Elements were in compliance with the principles and requirements of the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices.

Copies of this instrument and of the Transfer Plan shall be filed in the office of the Mayor and the Boston City Council for the County of Suffolk, in the office of the City Clerk of the City of Boston, and shall be recorded with the Land Court and the Registry of Deeds for Suffolk County. All recording references contained within this instrument shall be deemed to refer to the Suffolk County Registry of Deeds or the Suffolk County Registry District of the Land Court, as appropriate:

The State highway location hereby altered and laid out and the limits of the rights and roadways and ramps herein released and transferred are shown on a plan (the "Transfer Plan") signed by MHD's Commissioner and Chief Engineer and on file in its office, said Transfer Plan being entitled:

"THE COMMONWEALTH OF MASSACHUSETTS
PLAN OF ROAD
IN THE CITY OF
BOSTON

SUFFOLK COUNTY ALTERED AND LAID OUT AS A STATE HIGHWAY SHOWING LIMITS OF RIGHTS AND ROADWAYS TRANSFERRED BY THE MASSACHUSETTS TURNPIKE AUTHORITY AND THE DEPARTMENT OF HIGHWAYS TO THE MASSACHUSETTS PORT AUTHORITY OCTOBER 15, 2009

SCALE: 40 FEET TO THE INCH",

a copy of which is to be recorded with this alteration and conveyance in the Registry of Deeds for Suffolk County, at Boston.

{Signature Page Follows}

Dated at Boston as of the fifteenth day of October, 2009

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through its DEPARTMENT OF

HIGHWAYS

Luisa Paiewonsky, Commissioner

duly authorized

MASSACHUSETTS TURNPIKE AUTHORITY

James A. Aloisi, Jr., Chairman duly authorized

MASSACHUSETTS PORT AUTHORITY

Thomas J. Kinton, Jr., Chief Executive Officer and

Executive Director duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 27 day of Seolember 2009, before me, the undersigned notary public, personally appeared James A. Aloisi, Jr., Chairman of the Massachusetts Turnpike Authority, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [_] photographic identification with signature issued by a federal or state governmental agency, [_] oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Notary Public My commission expires: 3/16/2012

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

day of September, 2009, before me, the undersigned notary public, personally appeared Thomas J. Kinton, Jr., Chief Executive Officer and Executive Director of the Massachusetts Port Authority, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [_] photographic identification with signature issued by a federal or state governmental agency, [_] oath or affirmation of a credible witness, or personal knowledge of the undersigned.

JOHN N. AFFUSO, JR Notary Public My Commission Expires March 26, 2015

commission expire

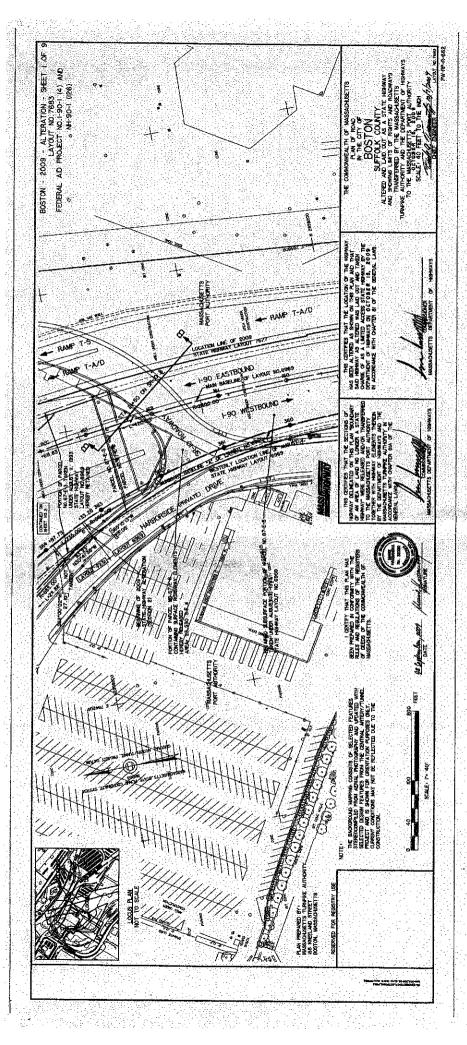
EXHIBIT A

List of Other Retained Elements

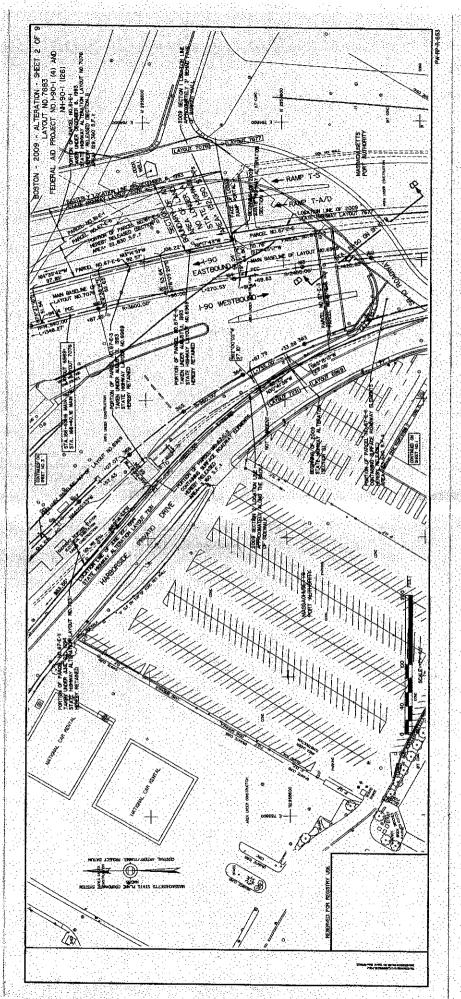
Excluded from this Transfer are any and all elements of the CA/T Project Integrated Project Control System (IPCS) installed under CA/T Contract No. C22Al and/or C22A2. Systems comprising the IPCS include, without limitation:

- · Lane Use Signals
- Variable Message Signs
- Variable Speed Limit Signs
- Vehicle Detectors (Loops)
- Surveillance Cameras (CCVE)
- Carbon Monoxide (CO) Monitors
- Fire Alarm Pull Stations
- Cross Passage/Utility Room Heat Detectors
- Linear Heat Detectors
- Strobe Lights
- Two-Way Antennas (Primary and Secondary)
- AM/FM Rebroadcast and Highway Advisory Radio (HAR) Antennas
- Local Field Controllers (LFCs)
- Intrusion Detectors (Cross Passage/Utility Room)
- Overheight Vehicle Detectors
- IPCS Load Centers

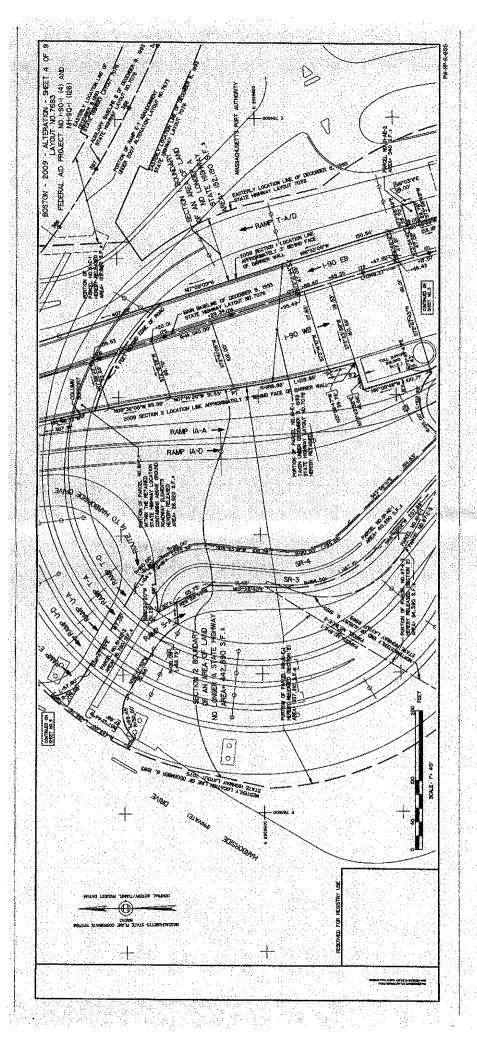
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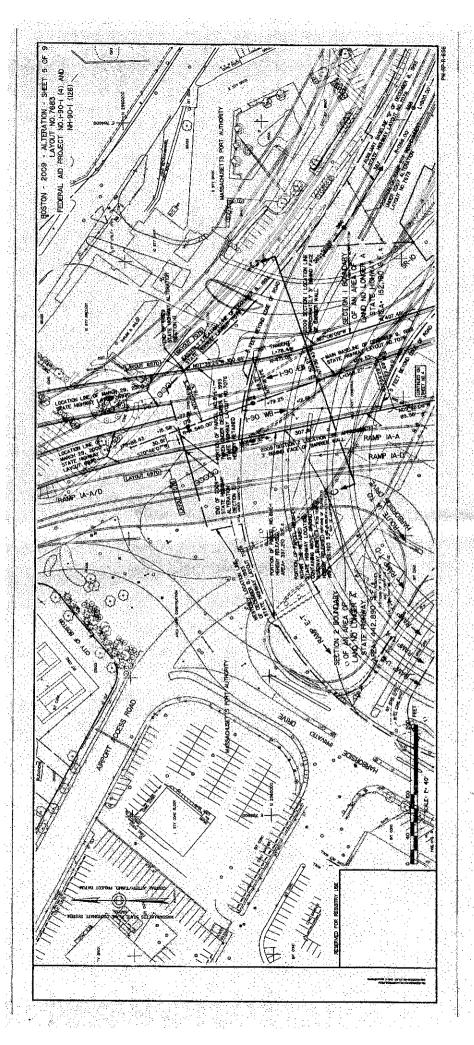


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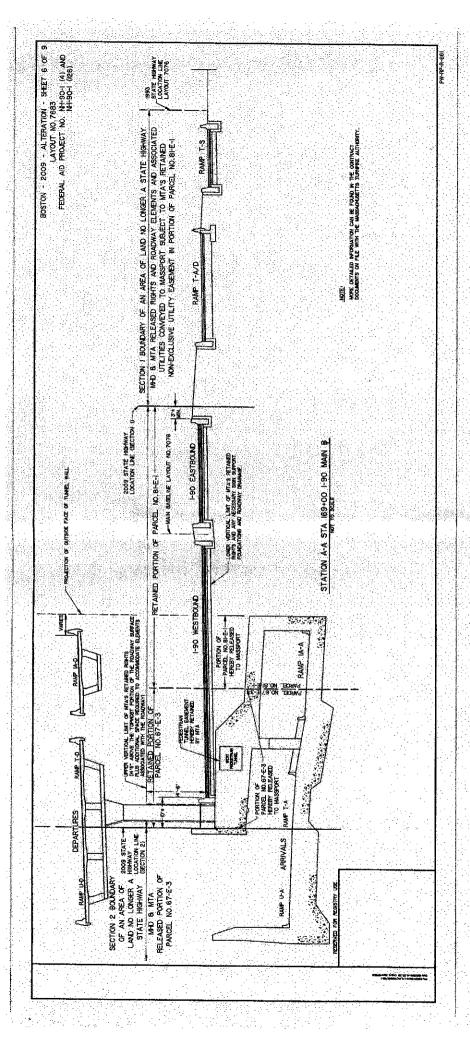


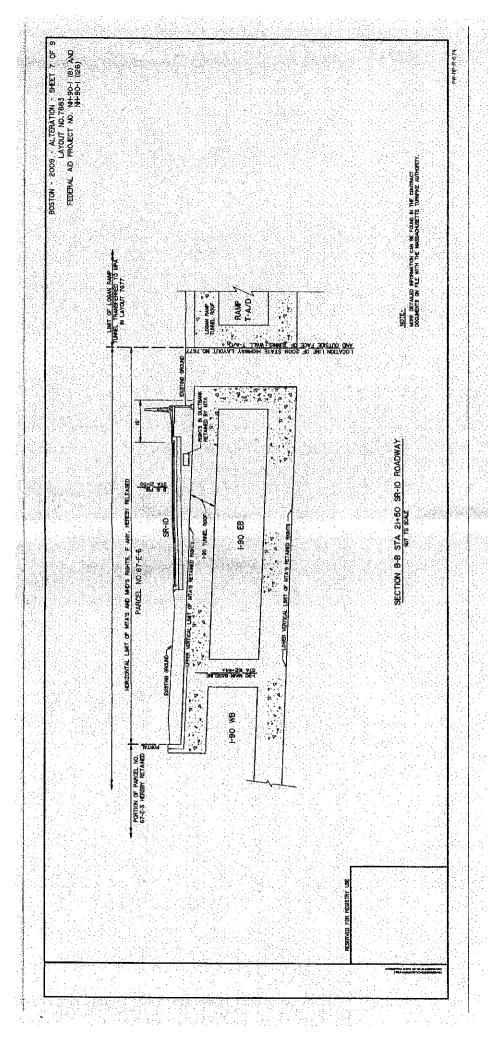
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